UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 24

BIOMEDICAL APPLICATIONS OF PUERTO RICO, INC. d/b/a/ FRESENIUS KIDNEY CARE NARANJITO

and Case 12-CA-281235

UNIDAD LABORAL DE ENFERMERAS (OS) Y EMPLEADOS DE LA SALUD

RESPONDENT'S POST-HEARING BRIEF TO ADMINISTRATIVE LAW JUDGE

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Respondent, Biochemical Applications of Puerto Rico, Inc. d/b/a Fresenius Kidney Care Naranjito ("Fresenius" and/or the "Company), by its undersigned attorneys, respectfully submit to the following post-hearing brief.

I. INTRODUCTION

The controversy of this case is rather simple. In essence, the ALJ has to determine whether employees can lawfully stop or slow-down work (even at a healthcare clinic that offers hemodialysis to critical-care patients), whenever they are dissatisfied with minor inconveniences at the workplace, regardless of the no-strike provision in the CBA, the Company policies and protocols, the multiple instructions received by the supervisors, the complete absence of any abnormally dangerous condition, and the potential consequences of their actions. This case is not about whether employees can lawfully voice their concerns about working conditions, as protected by the NLRA.

On July 29, 2021, four employees refused to initiate the hemodialysis treatment of critically-ill patients attending Respondent's clinic simply because the air conditioner had failed that morning, and the temperature was a little warmer than usual. The treatment of the patients

was delayed for approximately 45 minutes to an hour. These actions amounted to a slowdown and a partial strike prohibited under the no-strike provision of the Collective Bargaining Agreement entered between the Company and the Union ("CBA") and unprotected by the National Labor Relations Act ("NLRA").

The Naranjito clinic is located in a mountainous sector of Puerto Rico, and the incident happened early in the morning. It was not hot outside nor in the clinic. The mechanical problem was corrected in approximately two hours. During this period, the temperature did not change much and never exceeded the acceptable parameters. In fact, the highest reported temperature was 73.5 degrees Fahrenheit, well below the maximum of 78 degrees Fahrenheit established by applicable regulation. This minor change in temperature did not threaten the safety or health of the patients or the employees. The employees were not subject to any employment condition that reasonably justified them refusing to work and **unilaterally delaying patient treatment**.

Fresenius disciplined the employees in question, **not** because they complained about work conditions, but because they refused to follow established protocols and the supervisor's repeated instructions, halted the scheduled hemodialysis of patients and, in doing so, threatened patients' health violating the Company's policies and procedures.

The General Counsel's ("GC") theory of the case relies primarily on three main aspects: (1) the disciplined employees *actually* did not refuse to work but rather sought a *reconsideration* of the instruction to work; (2) the delay on July 29th was insubstantial (or not any different from the regular delays in the clinic), and, purportedly, (3) the incidents amounted to protected concerted activity that could not trigger any disciplinary action. The GC has attempted over and over to minimize and try to conceal what in fact was a refusal by the employees to do what they were supposed and instructed to do, when they were supposed to do it as per the patient treatment schedule.

However, as we will show: (1) Fresenius had the right to discipline employees for refusing to provide treatment, independent of the duration and any actual consequences of the incident, and it followed the appropriate measures to do so; (2) the employees' activity, which effectively constituted a partial strike and/or slowdown, violated the CBA's no-strike clause and was **not** protected concerted activity, and (3) even if otherwise protected concerted activity, the employees failed to take reasonable precautions to protect the employer's operations from foreseeably imminent danger, which makes the activity "indefensible" and, thus, unprotected.

Regardless of how the employee's actions are trivialized, the employees effectively abstained from performing the instructed work and initiating hemodialysis treatment to patients for around 45 minutes. Maintaining the schedule is not only important for Fresenius' operations and quality standards, but it is also critical for the patients' health. Most of these patients receive treatment several times per week, and their treatment takes usually from 2-4 hours. Although delays do occur in the clinic, they are usually unpredictable, inevitable and outside of the Company's and employees' control. It is the goal of Fresenius to prevent delays as much as possible to safeguard the patients' health and provide the greatest quality of service. A delay in medical treatment because employees refuse to work as a result of a minor air conditioner failure (which was resolved quickly, as the employees were informed it would) offends the basic principles of labor relations and is patently absurd.

This Complaint has no place in wise labor management. The remedy that the GC seeks would send a horrible message: that whenever employees are dissatisfied with any minor inconveniences at work, they can unilaterally and lawfully stop to work (even at a healthcare clinic that offers hemodialysis), regardless of the potential consequences of their actions.

II. STATEMENT OF FACTS

A. Stipulated facts

1. The first amended charge in this case was filed on October 21, 2021, served by regular mail on October 22, 2021 and reserved by regular mail on January 28, 2022.

2. Since about December 2, 2020, Respondent has been a Puerto Rico corporation with a place of business located at Carr. 164, Km 6.9, Naranjito, Puerto Rico (Respondent's facility), and has been engaged in the business of providing dialysis treatment services.

3. Since June 27, 2018, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. Since about July 29, 2021, the following individuals held the position set forth opposite their name and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

a. Jessica Amezquita – Nursing Supervisor

b. Glorimar Morales – Clinical Manager

5. On or about July 29, 2021, Respondent issued a written warning to its employee Gloria Diaz.

6. On or about August 2, 2021, Respondent issued a written warning to its employee Anabel Cruz.

B. Summary of Material Facts[1]

General overview of Respondent's operations

Fresenius Medical Care provides dialysis to chronic and acute care patients in their ambulatory centers and in hospitals. Among the facilities in which Fresenius operates are the Naranjito Clinic. Fresenius offers peritoneal dialysis and hemodialysis in this facility. In essence,

[1] Glorimar Morales's Minutes were entered without objection into evidence as GC Exhibit 12, and Glorimar Morales testified that she prepared them on July 29th. *See* Trial Transcript, p. 37-28; GC Exhibit 12; Trial Transcript, p. 38, l. 25. The Minutes on interviews with Jessica Amezquita and Julio Figueroa were also entered into evidence without objection. *See* Trial Transcript, p. 39-41; GC Exhibits 13-14.

dialysis treatments entails that a patient is connected to a hemodialysis machine that filters wastes, salts and fluid the patient's blood when his/her kidneys are no longer healthy enough to perform this work adequately. The treatment is one way to treat advanced kidney failure.

Hemodialysis treatment lasts from three to four hours, approximately, depending on the doctor's orders and treatment parameters. Generally, patients receive Hemodialysis three to four times a week. (*See* GC Ex.11; Trial Transcript: p. 74-75, p.89-91, p.137, l.14-20; p.143-144. The clinic operates in two shifts: 6:00 a.m. to 2:30 p.m. and 2:00 p.m. to 10:30 p.m. Nurses work rotating shifts and employees in each shift treat about 8 patients per shift. (*See* Trial Transcript: p. 59-63, p.144). The Naranjito Clinic has two supervisors, Jessica Amezquita and Belkyz Toledo., both of which report to Director Glorimar Morales. (*See* Trial Transcript: p. 61, l.19-24, p. 136-137).

In order to comply with all health and safety regulations, and in order to meet the schedule for the treatment of patients during the day, registered nurses follow a strict protocol before commencing the actual treatment. As part of this protocol, nurses must:

a. wash their hands;
b. set up the hemodialysis machine before calling the first patient, which entails preparing the lines and the equipment required to treat the patient;
c. call the patient and take him/her to a scale for to weighing;
d. wash the patient's vascular access (before she/he is taken to the treatment chair) in order to prevent infections;
e. once the patient is in the treatment chair, run certain tests to ensure the hemodialysis machine is working properly;
f. while the tests are running, the nurse has to:
    i. take the patients' vital signs;
    ii. check heart and lungs;
    iii. take the patient's blood pressure;

iv. verify that the vascular access is in good working condition;

v. confirm with the patient previous treatments and medications received;

vi. verify the doctor's orders;

vii. seek and setup any materials needed to comply with the doctor's prescription;

viii. clean the patient's cathether;

ix. perform a conductivity test, with the assistance of another nurse, once the hemodialysis machine has finished running its tests.

(*See*, generally; Trial Transcript: p. 60-62, p. 78, p. 107-110, p. 137, p. 139, p. 142).

The actual hemodialysis treatment begins once the patient is connected, and the nurse turns on the pump of the machine to start treatment. The time that the nurse presses on the start button on the dialysis machine is recorded in the patient's medical record as the start of treatment. The whole procedure, from the vascular cleaning to just before the start of the treatment takes around 30 minutes. (*See* Trial Transcript: p. 89, L.4-13, p. 109, p. 141-143)

The July 29th Incident

On July 29th, 2021, at 5:54am, Charge Nurse Jessica Amezquita ("Amezquita") sent a text message to Clinic Manager Glorimar Morales ("Morales") informing her that the air conditioner in the treatment area was not cooling as usual. GC Exh. 12(b). Julio Figueroa ("Figueroa"), maintenance personnel, notified Technical Chief Carlos Olivo, as well as the Honeywell technician. GC Exh. 12(b); GC Exh. 13(b). Figueroa followed the instructions of Amezquita to place the wet floor signage and blower in the floor. GC Exh. 14(b). At 6:02am, Morales ordered Amezquita to provide instructions to nursing personnel to continue patient connection, as the air conditioner situation was already being handled and the temperature of the treatment area was 73.0 F degrees. GC Exh. 12(b).

At 6:09am Amezquita informed Morales that immediately after their 6:02am call she instructed the nurses (specifically, Vincent Cátala, Gloria Diaz, Mildred Espinell and Anabel Cruz)

to initiate treatment and connect patients, but that the nursing personnel remained seated in the back area of the Unit without initiating patient treatment. Morales reiterated that patient treatment had to be initiated. GC Exh. 12(b) and 13(b).

Immediately after the 6:09 a.m. call, Amezquita instructed the nursing staff to initiated patient treatment for a **second time**; however, they remained seated in the posterior part of the clinic without doing so.

At 6:25am, Amezquita informed Morales that, despite being given instructions to initiate dialysis treatment for a second time after their 6:09 a.m. call, the nurses still refused to connect any patients. Morales once again reiterated to Amezquita that the nurses had to initiate dialysis treatment of the patients. GC Exh. 12(b) and 13(b).

Immediately after the 6:25 a.m. call, Amezquita followed suit and instructed the nursing staff for **a third time** to initiate dialysis treatment. Nonetheless, the nursing staff did not do so.

At 6:46am, Morales called Amezquita once again to follow up on the status of the situation. Amezquita informed that the nursing staff had yet to initiate the dialysis treatment of the patients and requested authorization to seek assistance from Nurse Bianca Rosado ("Rosado") in order to do so.

Immediately after the call, Amezquita sought assistance of a nurse from another department, Bianca Rosado, and both of them went to the patient treatment area. It was at that point that the nurses were starting to connect the first shift of patients. GC Exh. 12(b); GC Exh. 13(b).

The air conditioner was fixed at 8:10 a.m., and the temperature started to recuperate quickly and satisfactorily. GC Exh. 13(b).

The four nurses involved in the incident were given disciplinary actions. Specifically, Diaz, Espinell and Cruz received a written warning, while Catala was suspended due to his prior disciplinary record. All of these disciplinary actions were prepared by Morales on July 30th. Catala received his disciplinary action on August 2nd, while Espinell received hers on August 2nd. See GC

Exh. 2(b); GC Exh. 5(b); GC Exh. 9(b);GC Exh. 10(b). On a hand-written note in her Corrective Action Form, Cruz indicated: "*The co-workers kept urging me that it was neither the condition nor the environment for work because of infection control*." GC Exh. 9(b).

III. DISCUSSION OF LEGAL ARGUMENT

The GC alleges that Fresenius committed several unfair labor practices ("ULP") in violation of Sections 8(a)(1) and (3) of the NLRA. Specifically, the GC contends that the employees "concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees, by complaining about the heat and malfunctioning of the air conditioning in their work areas." GC Exh. 1(E), par. 5. According to the Complaint, Respondent imposed the disciplinary measures to discourage employees from engaging in these or other concerted activities. Id., par. 6. These actions, together with the alleged 'interview' of Espinell in which she was denied union representation, violate Section 8(a)(1) of the NLRA, according to the Complaint. Also, by this conduct, Respondent has been allegedly discriminating and discouraging membership in a labor organization, in violation of Sections 8(a)(1) and 8(a)(3) of the NLRA.

Section 8(a)(1) identifies as a ULP for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7. 29 U.S.C. §158(a)(1). Section 7 of the NLRA guarantees employees their right to self-organize, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in other concerted activities. However, Section 7 does not protect all concerted activities, such as those that are unlawful, violent or in breach of contract. NLRB v. Washington Aluminum Co., 370 U.S. 9, 17 (1962). The allegedly concerted activity in this case falls within the category of unprotected concerted activity because in was made in breach of contract: the CBA. In the alternative, it was indefensible and thus unlawful.

Section 8(a)(3) provides that it shall be a ULP for an employer to discriminate in order to encourage or discourage membership in any labor organization. Moreover, an employer violates

sections 8(a)(1) and 8(a)(3) by disciplining or discharging an employee because of his union activity. *See* Valmont Indus., Inc. v. NLRB, 244 F.3d 454, 463 (5th Cir. 2001). "Generally, an employer violates § 8(a)(3) only if its actions are motivated by anti-union animus." Goldtex Inc. v. NLRB, 14 F.3d 1008, 1011 (4th Cir.1994). Under section 8(a)(3), "[t]he NLRB must establish a prima facie case by proving that union animus was a motivating factor in the employer's decision to [discipline] the employee." Asarco v. NLRB, 86 F.3d 1401, 1408 (5th Cir.1996).

Fresenius did not incur in any ULP. As it was proved during Trial, Fresenius has fully complied with all its duties and obligations under the NLRA and acted pursuant to its duties as a medical care facility, its prerogatives as an Employer under the CBA, and all applicable laws and regulations. Nothing in the record supports a finding of anti-union animus. The GC did not present any evidence of animosity against the Union. The record does not even show a good faith complaint about wages, hours, or working conditions on the part of these employees. They engaged in unprotected activity that was prohibited by the CBA. The no-strike clause of the CBA is fully applicable to this case. The employees were not complaining against a ULP,[2] nor protecting themselves from an "abnormally dangerous" condition. If the Board determines that the no-strike clause does not apply, the employees' otherwise protected concerted activity was "indefensible" in this case and, hence, not protected under the NLRA.

A. Employee's delay in service violated the CBA and Company policies

The CBA (R. Exh. A.2) does not contain any discipline provision. The Union agreed to the Company reserving this authority. Article 11 (C) of the CBA states that the Company may establish the rules necessary to maintain discipline, order and efficiency, and that said rules shall not be contrary to the provisions in the CBA and shall be followed by all employees covered by

[2] For a strike to be a ULP strike, it must flow from a labor practice: (1) challenged by an employee or union in a timely filed unfair labor practice charge to the NLRB, and (2) ultimately found unlawful by the NLRB in formal ULP proceedings. Precision Concrete v. NLRB, 334 F.3d 88, 90 (D.C. Cir. 2003).

the CBA. Hence, the Code of Ethics (R. Exh. B), the Corrective Action Policy (R. Exh. D) and the Behavior in the Workplace Policy (R. Exh. C) are fully applicable in the present case.

The Code of Ethics lays down the philosophy of the Company and all employees are obliged by it. "Patients are our top priority. […] We pledge to treat all patients with dignity and respect and to act ethically, fairly, courteously, competently, and in a timely manner." R. Exh. B, p. 4. "The quality and safety of our services and products are the foundation of our business, and patient safety is our top priority." Id., p. 9.

The Behavior in the Workplace Policy declares that "all employees are expected to act in a manner that reflects safe, professional, ethical and courteous standards of behavior and performance." R. Exh. C, p. 1. "Expectations for behavior in the workplace include: […] support the mission and core values of the Company; support efforts to ensure safe and healthy work environment; resolve work-related issues and concerns in a professional manner and through established business processes; comply with Company and department policies and procedures." Id.

A refusal to start hemodialysis treatment on patients with "end-stage renal disease" (Trial Transcript (Morales), p. 44, l. 15) predicated on the absurdly called 'complaint of working conditions' because the work area was supposedly "too hot" (Trial Transcript (Espinell), p. 111 l. 1) or that "the heat was too much" (Trial Transcript (Espinell), p. 132 l. 6) due to a minor and brief air conditioning malfunction, shows absolute indifference to the "pledge to treat all patients with dignity and respect and to act ethically, fairly, courteously, competently, and in a timely manner" (R. Exh. B, p. 4). The context here is important: the event took place in a mountainous sector of Puerto Rico, very early in the morning. The temperature records -as well as the testimonial evidence- show that the temperature stayed within acceptable parameters, specifically at 73.0 F degrees. Objectively, it was simply not "hot" in the clinic. The employees who asserted that the conditions were not apt to connect the patients have very little credibility.

The Behavior in the Workplace Policy addresses the behaviors that are not acceptable in the workplace: "[f]ailure to comply with the Company's core values; [r]efusal or failure to perform or follow reasonable directions or prescribed policies and procedures; […] Any action jeopardizing the safety or posing a risk to others including, but not limited to coworkers, patients, customers, and vendors." R. Exh. C, p. 1. The employee's refusal to follow the reasonable direction to start connecting the patients while the air conditioner's problem was being resolved expressly violates the policy and jeopardizes the safety of others, which is also a violation to this policy.

For its part, the Corrective Action Policy states that "[a]ll employees are expected to perform their job in a safe, professional, and courteous manner in accordance with the Company's mission, core values, Code of Conduct and Business Ethics and Behavior in the Workplace Policy. When acceptable standards of behavior or performance are not met, consequences include corrective actions up to and including terminations of employment, suspension of pending promotions or transfers, and/or reduction or forfeiture of granted/unpaid variable compensation." R. Exh. D, p. 1.[3]

The CBA specifically states that the Company would establish the rules necessary to maintain discipline, order, and efficiency. These employees had an obligation -*under the CBA*- to abide to such rules. R. Exh. A.2, art. 11(C).

The actions of July 29th violated various other provisions of the CBA. First and foremost, employee's activity violated the no-strike provision of Article 27(B) of the CBA. This provision expressly prohibits strikes and partial strikes "of any kind":

> The parties agree that during the term of this Collective Agreement, the Union, its members, officers, or representatives, **will not declare or sanction, nor endorse**

[3] Corrective action is defined as "generally progressive, […] initiated as soon as possible […] an ongoing process […] written on the Corrective Action Form […]." R. Exh. D, p. 1. "It usually includes the following steps: […] 6. Providing a copy of the completed and signed Correction Action Form to the employee and placing a copy in the applicable employee file (paper or electronic)." Id., p. 2. "Steps in the Corrective Action process are documented counseling, written warning, final warning and/or termination of employment. Corrective action may also include disciplinary suspension." Id.

> **partial or total strikes of <u>any kind</u>**. In addition, **they will not establish, sanction, or support reductions in work rhythm, slow-downs** or sympathy pickets. **The Union will not intervene or allow union employees to intervene in acts that hinder the activities of the Company.** Likewise, no pickets of any kind will be allowed within the Company's property, and free access to the property's property will not be prevented.

The employees also violated Article 6(E), by complaining about the air conditioner and refusing to follow instructions while present in an in-patient service area. Article 6(E) states that "Complaints or grievances nor matters related to this Agreement or the terms and conditions of employment will be discussed in front of patients or visitors or in-patient service areas."

In this case, far from complying with the CBA, the Union supported the employees that incurred in the unauthorized actions that interfered with the main activity of the Company: the hemodialysis treatment of patients. Cátala admitted he had a phone call with the Union around 6:25am.[4] Either the Union supported the employee's actions (in violation of the CBA) or the Union instructed the employees to go back to work (acknowledging that the activity was not protected), and nevertheless decided to present a charge later on (which brings to question the Union's good faith in filing the charge that resulted in the present case).

The decision of the Union to support the actions by these employees has no place in the CBA nor in the basic principles of wise labor management. A Union delegate that encourages employees to stop working after a minor malfunction of the air conditioner offends the principles

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[4] <u>Trial Transcript</u>, p. 183:

7 Q. BY MR. RIVERA-ARCE: Around what time did Jessica come
8 back for the second time?
9 A. The second time around 6:25, 6:30.
10 Q. Before this second time that you spoke with Jessica that
11 we're talking about, you made a phone call, correct?
12 A. Yes.
13 Q. You went outside of the Center to make that call?
14 A. At lunch. I went to the lunchroom.
15 Q. And the fact is that you called the union at that point,
16 correct?
17 A. Yes.

that lay the foundation for labor relations. In its very first sentence, the CBA states: "Labor management relations are inspired by the sincere desire of the parties to achieve common objectives for the improvement of the social and economic level of the employees and the strengthening and growth of the industry." R. Exh. A.2, art. 1.

A partial, sit-down or slow-down strike over the allegation that the work area was "too hot" due to an unforeseeable mechanical problem with the air conditioning system, even though the temperature remained well within operational parameters and objectively did not create any actual safety or health threat, and, which the Company was already in the process of resolving, shows no "sincere desire" to "achieve common objectives". The conduct of Cátala and Espinell, as well as the Union's actions to oppose the disciplinary measures against them, cannot be reasonably predicated on a desire to improve "the social and economic level of the employees."

Both employees, and more so Cátala as Union Delegate, showed complete disregard to the patients' well-being. They directly opposed to follow instructions and, as a matter of fact, conducted an illegal partial strike, violating the CBA, applicable law and regulations and the Company's policies.

It should be emphasized that the Union is responsible for educating their members on the duties and rights contained in the CBA. In this case, not only did Cátala and Espinell demonstrated disdain to the CBA's terms, but the Union upheld their actions. The Company's right to manage its business and direct its employees, including the right to control operations and determine processes is expressly recognized as "absolute" in the CBA:

> The Company has the **absolute** right to manage its business, direct its employees, including the right to plan, direct and control the operations, determine the methods, processes and means of operation, including the right to conduct studies or implement new or improved methods or facilities of operation, to determine the number of employees that it needs and the qualifications to perform the different jobs, to establish professional standards of conduct and all other managerial rights. R. Exh. A.2, Art. 11(A) (emphasis added).

That is, no discretion on the part of the unionized employees nor the Union itself is allowed on this regard. The Company's administration rights are inherent to any company's management

and are expressly recognized in the CBA. When Fresenius instructed the employees to continue working, while arrangements were made to have the air conditioner inspected and repaired, the Company was precisely directing its employees and determining a process to control its operations. That is precisely what management of the business implies.

The delay in service in this case has no justification. There is no controversy that staying within the schedule is important for Fresenius' operations and patient's well-being. *See* Trial Transcript (Catala), p. 74. That is why GC's theory of the case revolves not around defending the employee's actions, but around arguing that they caused no harm. Fortunately, it is true that the employee's actions of July 29th, did not result in any serious delay or actual harm to the employees (in part due to the effective response from the management). However, such an action cannot go undisciplined because its potential effects can be fatal. The employees did in fact delay the service for around 45 minutes and forced the management to make quick decisions to prevent further harm. This, in the context of a brief air conditioner failure. Such a response from the employees to minor inconveniences at work is inexcusable and must not be sanctioned by this Board.

With Glorimar Morales as witness, GC tried to establish that delays in treatment are commonplace. She points out to the fact that the employees in question were able to take their regular 30-minute breaks on July 29th, and that all employees regularly work overtime. *See* Trial Transcript, p. 20-27, 94-102. However, on July 29th, they received the help of Bianca Rosado and Jessica Amezquita, precisely because they were delayed. Amezquita testified that one patient was delayed for close to one hour. *See* Trial Transcript, p. 195. Morales testified that patients were connected from 7:05am to 7:20am. *See* Trial Transcript, p. 46. Espinell confirmed this delay time (Trial Transcript, p. 290):

19 Q. But the truth is that the connection of the patients was
20 delayed for about 30 to 45 minutes on that morning, correct?
21 A. Correct.
22 Q. So patients that should have been connected at 6:30
23 ended up being connected 7, 7:05, 7:10 approximately?

24 A. Correct. Waiting for the decision.

Cátala even admits that the patients should have been connected well before the time they were in fact connected (Trial Transcript, p. 287):

5 Q. BY MR. RIVERA ARCE: All right. So, Mr. Catala, the
6 treatment of the patients should have started well before
7 those 30 to 45 minutes.
8 A. Yes.

Furthermore, both Cátala and Espinell admit they received help from Amezquita and Rosado with the connections that day. *See* Trial Transcript, p. 85-86, 126. Cátala even acknowledges that he did not object to them helping because he knew the importance of catching up with the schedule. *See* Trial Transcript, p. 85-86. Rosado assisted with the connection of patients for approximately one hour, that is, until the last patient from the first group was seated. *See* Trial Transcript, p. 249.

B. Employee's conduct constituted a slowdown and a partial strike not protected under the CBA nor the NLRA

Employee's activity is prohibited under the CBA's no-strike provision. Because the employees were not protesting a ULP or protecting themselves from an abnormally dangerous condition, their activity violated the no-strike provision that prohibits strikes of "any kind".

i. The employees did not protest against a ULP

For a strike to be a ULP strike, it must flow from a labor practice: (1) challenged by an employee or union in a timely filed unfair labor practice charge to the NLRB, and (2) ultimately found unlawful by the NLRB in formal ULP proceedings. Precision Concrete v. NLRB, 334 F.3d 88, 90 (D.C. Cir. 2003). The malfunctioning of the air conditioner, and the instructions to proceed with the connection of patients (because the temperatures were within acceptable parameters and that delays can potentially harm the patients), are not ULP's by Fresenius. Where employees

covered by a CBA with a no-strike clause engage in a ULP strike, employers can only discipline or discharge the employees if the strike is not to protest a "serious" ULP. Mastro Plastics Corp. v. NLRB, 350 U.S. 270, 278 (1956); Arlan's Dep't Store, 133 NLRB 802, 807 (1961). Employee's alleged concerted activity was not to protest an employer's ULP, less so a serious ULP. Hence, the CBA's no-strike provision is applicable. Employers can discipline or discharge employees who engage in economic strikes in breach of their CBA's strike prohibitions. NLRB v. Sands Mfg. Co., 306 U.S. 332, 345-46 (1939).

ii. The employees did not face an "abnormally dangerous" condition

Another justifiable reason for employees to ignore no-strike clauses in a CBA is when employees walkout because conditions are "abnormally dangerous". Generally, these walkouts due to *abnormally dangerous* conditions do not violate no-strike provisions (*see* 29 U.S.C. § 143 and Gateway Coal Co. v. Mine Workers, 414 U.S. 368, 385-87 (1974)). Sec. 502. [§ 143] states that "[n]othing in this Act [chapter] shall be construed to require an individual employee to render labor or service without his consent, nor shall anything in this Act [chapter] be construed to make the quitting of his labor by an individual employee an illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service, without his consent; nor shall the quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee or employees be deemed a strike under this Act [chapter]."

In this case, employees did not face an "abnormally dangerous" condition. The GC did not even allege that the air conditioner failure was *dangerous*, less so *abnormally dangerous*. Cátala described the unit conditions as follows: "the place was, like there was condensation on the place as I mentioned. It was humid, the walls were humid, and even the medication bottles had condensation and the heater once was notable. You could feel the humidity when you breathe through the mask." Trial Transcript, p. 90, l. 10-14. Cátala also argued that because of the COVID-

19 pandemic “to work in the hot conditions, it’s pretty hard, especially for the employee who uses a robe, uses face shield, and mask”. Trial Transcript, p. 67, l. 11-15. But that inconvenience can hardly be described as *abnormally dangerous*. Cátala acknowledges that the Company had in place different mitigating measures against COVID-19 risk (*see* Trial Transcript, p. 78) and that no one slipped because of the floor being presumably wet (*see* Trial Transcript, p. 78-79).

From the witnesses’ testimony during the Trial, it is clear that the conditions in the clinic on July 29th were not dangerous and that the air conditioning incident was nothing more than a minor inconvenience. As Amezquita explained (Trial Transcript, p. 148):

> 8 A. Well, yes, I told my boss that when I came in, you could
> 9 feel that the air conditioner was off because there was a
> 10 little bit more warm than usual but the sun had barely begun
> 11 to come out yet so the floor was not humid, the walls were
> 12 not wet. You couldn’t feel that the air conditioner was off
> 13 but -- because in general, the unit was a little bit cooler
> 14 than it was this time.
> 15 Q. Ms. Amezquita, do you know what was the temperature at
> 16 that point of the Center?
> 17 A. Yes, 73 degrees.
> 18 Q. And what is the range of acceptable temperature for the
> 19 Center?
> 20 A. 68 to 76 degrees.

To questions from Judge Carter, Amezquita further said that the temperature did not change much during the morning, and that by 8:10am it started to feel as usual. *See* Trial Transcript, p. 177:

> 19 HEARING OFFICER CARTER: How did that change up until
> 20 around eight o’clock in the morning?
> 21 THE WITNESS: Well, the temperature did not change much.
> 22 When I arrived, it was 73 degrees, and then, it had gone up,
> 23 maybe .5 to 73.5 by 10:00 -- or by 8:00. And by 8:10, when the
> 24 air conditions did come on, it was started to -- you started
> 25 then to feel the cold that you normally feel.

On her part, Morales described the temperature as fresh, even when the thermometer reached 73.5 degrees (which is the highest temperature it reached that day). *See* Trial Transcript, p. 195:

20 Q. Ms. Morales, could you describe the conditions of the
21 treatment unit when you got there?
22 A. You could feel that the temperature was fresh. It wasn't
23 -- it was fresh. The floors were not humid. They did not look
24 like they were wet. And the temperature, you could see the
25 temperature of the nursing counter wall. It was at 73.5 degrees

Julio Figueroa, the first employee to notice the air conditioning failure, testified that the clinic was at room temperature, that there was no humidity, and that blowers were placed for precaution. *See* Trial Transcript, p. 229-233:

(p.229)
13 Q. Now, what time do you arrive to your shift?
14 A. At 5:00 a.m.
15 Q. So, when you came into your shift, what, if anything, do
16 you encounter at the center?
17 A. So, I came in the morning and I found that the area was a
18 little bit warm…

(p.233)
14 A. Well, it kept -- it wasn't cold, but it was -- it felt like
15 room temperature until 8:00 a.m. when the air conditioners were
16 turned on and functioning.

(p.232)
8 Q. Mr. Figueroa, aside from the temperature being 73 degrees,
9 could you describe the general conditions of the treatment
10 center?
11 A. What do you mean? What type of conditions?
12 Q. Was the -- how was the humidity? Was there any wetness in
13 the floors or in the walls or anywhere?
14 A. So, yes, no, it was starting to get a little bit humid, but
15 it didn't get to a little bit humid, but it didn't get to get
16 humid, because Glorimar, who is the nursing supervisor, called
17 by telephone Jessica Amezquita and she told her -- she told for
18 us to put -- she instructed us -- well, Jessica to instruct us
19 to put some blowers in the floor so that if they would get wet
20 or humid, it wouldn't get water from it.
21 Q. Around that time, do you recall that where those blowers
22 were placed?
23 A. So, yes, those blowers were on -- we put them on by 6:00
24 a.m., and with the wet floor signs so that the patients were
25 notified and would be aware and careful

Rosado, the nurse who helped with the connection of the patients, testified in similar terms. *See* Trial Transcript, p. 249:

> 2 Q. When you got into the treatment room, was there any kind of
> 3 irregular condition at the place?
> 4 A. So, yes, you could tell that the temperature was not as it
> 5 normally was and the patients were not connected on their
> 6 schedule.
> 7 Q. When you got to the treatment center, were the floors or
> 8 the walls wet?
> 9 A. No. They had already intervened with that. They had put
> 10 fans.
> 11 Q. Ms. Rosado, were you able to actually assist in the
> 12 treatment of patients?
> 13 A. Yes.
> 14 Q. Was there any condition that could have prevented you, that
> 15 made it difficult for you to perform your duties?
> 16 A. No.

These testimonies are consistent with the Naranjito Room Temperature and Humidity log, admitted into evidence as R. Exh. I & O. As the temperature log shows, the actual temperature on July 29th was not significantly different to the common temperature at the clinic. A review of the temperature logs of two years also reflects that changes in the clinic's temperature are commonplace and normal. Even Cátala and Espinel admit that the usual temperature is 73 degrees. Trial Transcript, p. 90, l. 6; p. 117, l. 24. This falls withing the acceptable parameters from the CDC:

> Cool temperature standards (68°F–73°F [20°C–23°C]) usually are associated with operating rooms, clean workrooms, and endoscopy suites. A warmer temperature (75°F [24°C]) is needed in areas requiring greater degrees of patient comfort. Most other zones use a temperature range of 70°F–75°F (21°C–24°C).
>
> Centers for Disease Control and Prevention, Guidelines for Environmental Infection Control in Health-Care Facilities, https://www.cdc.gov/infectioncontrol/guidelines/environmental/background/air.html.

The testimonies from Morales, Amezquita, Figueroa and Rosado, together with the temperature and humidity logs and the CDC parameters, challenge Cátala's and Espinell's contention that the temperature was "too hot" to work.

iii. The employee's activity constituted a slowdown and a partial strike

A partial strike is an attempt by employees to apply economic pressure against their employers by refusing to perform certain tasks while continuing to perform other tasks. **Generally, the NLRA does not protect these types of work stoppages because they are considered unlawful attempts by employees to set their own employment terms and conditions in defiance of their employers' rights to do so**. *See* Vencare Ancillary Servs., Inc. v NLRB, 352 F.3d 318 (6th Cir. 2003); Dow Chemical Co., 152 NLRB 1150, 1152 (1965).

A slowdown is a type of partial strike where employees continue to perform assigned work but at a slower pace to apply pressure to their employers by decreasing production. Like other partial strikes, slowdowns are unprotected. NLRB v. Ins. Agents' Int'l Union, 361 U.S. 477, 493-94 (1960).

The employees allege to have conducted some work tasks during the approximately 45 minutes before the connection of patients began. However, to questions from Judge Carter, Espinell admitted that it usually takes about seven minutes to load the machines, and that on July 29th, they spent around 45 minutes on those tasks. Trial Transcript, p. 294-295. While remaining on the job, the employees performed their work at a slower than normal pace (45 minutes instead of 7 minutes) and interfered with the efficient performance of the clinic (the supervisor and a nurse from another department had to assist with the connection of patients). This is a slow-down. It is well established that employees who engage in deliberate work slowdowns are not protected by the NLRA and their discipline for such activity does not violate the NLRA. Forsyth Electrical Co., 349 NLRB No. 060 (2007).

Amezquita recalls that the nurses were not really doing anything (Trial Transcript (Amezquita), p. 179):

3 Q. Where were the nurses when you came in in those instances?
4 A. They were in the back part of the unit, the part in the
5 behind where the counter is.
6 Q. On those occasions that you came in and you were seeing the
7 nurses, what they were doing when they were on the counter?
8 A. They were just on the counter or standing by the counter
9 and talking among themselves, so they were really not doing
10 anything. Some of them were sitting. Some of them were
11 standing in the back part, but basically, they weren't doing
12 anything.

On rebuttal, the GC tried to establish that the employees in question were actually working while the air conditioner was off (which itself brings into question the apparent inadequate working conditions) (Trial Transcript (Cátala), p. 285):

5 Q. BY MS. VILLEGAS ESTRADA: Good morning, Mr. Catala. On
6 July 29th when you arrived at the unit after finishing the
7 triage with Supervisor Amezquita, what did you observe your
8 co-workers were doing in the unit?
9 A. Loading machines.

(…)

20 Q. And after Ms. Amezquita returned, and you had the second
21 conversation, and she left the area once again to talk to
22 Mrs. Morales, what did you do during that time while she was
23 outside the unit?
24 A. Preparing the connections and disconnections.

On rebuttal, Espinell testified similarly (Trial Transcript (Espinell), p. 288):

9 Q. BY MS. VILLEGAS ESTRADA: Good morning, Ms. Espinell.
10 On July 29, 2021, before Vincent Catala arrived at the unit,
11 what were you doing at that time?
12 A. Loading the machines.

(…)

17 Q. After Vincent Catala arrived at the unit and you had

18 your first conversation with Supervisor Amezquita, what did
19 you do after she left the area to talk to Supervisor Morales?
20 A. We were preparing the rolls with the materials that we
21 need to connect and disconnect the patients.

This, of course, contradicts with the employee's contention that they were waiting for instructions from Morales. *See* Trial Transcript (Espinell), p. 290 & 293:

(p.290)
22 Q. So patients that should have been connected at 6:30
23 ended up being connected 7, 7:05, 7:10 approximately?
24 A. Correct. Waiting for the decision.

(p.293)

1 Q. Ms. Espinell, if the temperature was so hot at the
2 center at that time, why were you able to do preparatory work
3 like you mentioned and not begin connecting the patients?
4 A. Because we were waiting for the final decision.
5 Q. So if you have a delay of approximately 30 to 40 minutes
6 -- 45 minutes and you started treating patients, actually
7 connecting the patients around 7 a.m., what you're telling us
8 today is that it took an hour from 6 a.m. to 7 a.m., all this
9 preparatory work and all these conversations, correct?
10 A. No.
11 Q. And what else happened then during those -- during that
12 time period?
13 A. Exactly what I just said.
14 Q. Okay. So it took, what, about an hour since 6 a.m. to
15 about 7 a.m. to speak twice to Ms. Amezquita, do the
16 preparatory work, and then it wasn't until 7 that you
17 actually began connecting the patients, correct?
18 A. Well, there was a delay waiting on the error, was a
19 delay waiting on the decision, and also we had to set up the
20 achines.

The nurses, however, had been instructed to connect the patients, not to perform minor tasks. What makes slowdowns and partial strikes indefensible is employees' persistent refusal either to work according to their employer's lawful requirements or to cease work entirely, taking on the status of strikers and permitting their employer to carry on its business with replacement workers. *See* The Ohio Bell Telephone Company, 370 NLRB No. 029 (2020); Honolulu Rapid Transit Co., 110 NLRB 1806, 1809-1810 (1954). The Board has explained that such conduct,

even if concerted, is not protected because finding it so would confer on employees the authority unilaterally to determine their own conditions of employment. *See* Valley City Furniture Co., 110 NLRB 1589, 1594–1595 (1954). Thus, the Board has found intermittent strikes, work slowdowns, and partial strikes (i.e., refusing to perform some work tasks while continuing to perform others) unprotected by the Act.

An employer faced with an employee who refuse to perform a required job duty may lawfully require him or her to leave the premises when the employee refuse either to work as directed or to depart. At this moment, the employee's conduct crosses the line from protected to unprotected. *See* The Ohio Bell Telephone Company, 370 NLRB No. 029 (2020); E.R. Carpenter Co., 252 NLRB 18, 22 (1980).

Espinell refused both to work as directed and to depart. Amezquita testified that she told Espinell that if she wanted, she could leave, and that they would accommodate her another day or that she could come back when the air conditioners were already working. Espinell did not leave. *See* Trial Transcript (Espinell), p. 115:

> 14 A. Yes, well, she told me why had I not left when she gave
> 15 the instructions that I should go to my home. We should go
> 16 home.
> 17 Q. And what was your response?
> 18 A. Because that no -- because I had gone to work and I did
> 19 not have any sick days due to a current condition that I
> 20 have.

iv. Employees' concerted activity was unprotected

As we mentioned, Section 7 does not protect all concerted activities. It does not protect activities that -albeit concerted- are unlawful, violent or in breach of contract. NLRB v. Washington Aluminum Co., 370 U.S. 9, 17 (1962). The allegedly concerted activity in this case falls within the category of unprotected concerted activity because in was made in breach of contract or, in the alternative, it was indefensible and thus unlawful. It is long established that concerted activity

engaged in for sanctioned purposes may lose the veil of protection afforded it by the NLRA if carried out through abusive means. NLRB v. Local Union No. 1229, Int'l Bhd. of Elec. Workers (Jefferson Standard), 346 U.S. 464, 477-78 (1953); *see also* NLRB v. Circle Bindery, Inc., 536 F.2d 447, 453 (1st Cir.1976) ("We recognize that even activity otherwise protected under section 7 ceases to be protected if conducted in an excessive or indefensible manner.").

The employee's activity in this case is not protected concerted activity because it was made in breach of contract. Even if the Administrative Law Judge determines that the CBA's no-strike provision is not applicable in this case, the employee's activity would still be unprotected concerted activity because it is "indefensible". The NLRB has held concerted activity "indefensible" where employees "failed to take reasonable precautions to protect the employer's operations from such imminent danger as foreseeably would result from their sudden cessation of work." International Protective Services, 339 NLRB 701, 702 (2003). The "indefensible" test is not whether the activity resulted in actual danger. Id.

There is clear imminent danger in a sudden cessation of work in a hemodialysis clinic, and the record has no evidence of the employees taking any "reasonable precautions to protect the employer's operations from such imminent danger". The employees abstained from connecting the patients and asked for a reconsideration of the instruction to connecting. Espinell admitted that they had no alternative for the patients but to have them delayed (Trial Transcript (Espinel), p. 131):

> 3 Q. BY MR. RIVERA-ARCE: Did you give any options to
> 4 Ms. Amezquita about the situation, how to handle the
> 5 situation?
> 6 A. We asked her to call Glorimar Morales again.
> 7 Q. But what were you going to do with the patients that
> 8 were there?
> 9 A. To give them the care or the attention once the air
> 10 problem was fixed.
> 11 Q. Okay. So to be clear, the option that you gave
> 12 Ms. Amezquita was to delay treatment until the AC was fixed?

13 A. Well, we -- I asked her to go speak with Glorimar, but
14 the -- since the instructions were given that we should begin
15 so we went to give the treatment to our patients.
16 Q. That wasn't the question that I asked, again,
17 Ms. Espinell. To be clear, the option that you gave
18 Ms. Amezquita was to delay treatment until the A -- air
19 conditioner was fixed, correct?

Espinell never answered that last question by Attorney Rivera-Arce. It is clear that the employees "failed to take reasonable precautions to protect the employer's operations from such imminent danger as foreseeably would result from their sudden cessation of work." What would have happened to the patients should Morales had reconsidered? According to Espinell, they would have had to wait.

v. Notice requirement under Section 8(g) of the NLRA

According to the NLRA, Unions may not strike, picket, or engage in another concerted refusal to work at a healthcare institution without first giving at least ten days' written notice to that health care institution and the Federal Mediation and Conciliation Service:

> A labor organization before engaging in any strike, picketing, or other concerted refusal to work at any health care institution shall, not less than ten days prior to such action, notify the institution in writing and the Federal Mediation and Conciliation Service of that intention, except that in the case of bargaining for an initial agreement following certification or recognition the notice required by this subsection shall not be given until the expiration of the period specified in clause (B) of the last sentence of subsection (d). The notice shall state the date and time that such action will commence. The notice, once given, may be extended by the written agreement of both parties. Section 8(g) of the NLRA, 29 U.S.C. § 158(g).

The notice requirement of Section 8(g) is applicable only if the work stoppage is "by a labor organization." Bethany Medical Center, 328 NLRB 1094 (1999). The fact that Cátala -who is the Union delegate- was the main orchestrator[5] of the refusal to work on July 29th, and that he

[5] Trial Transcript (Catala), p. 76:
18 Q. And you were leading that conversation with Jessica,
19 correct?

had a phone conversation with the Union at the time of the events, suggests that the work stoppage was done "by a labor organization" (in which case, the notice requirement of Section 8(g) of the NLRA would apply). However, as Cátala's communications with the Union are privileged, this point cannot be confirmed by the evidence. Nevertheless, Section 8(g) is relevant as it confirms the public policy imbedded in the NLRA that recognizes that health care institutions' operations cannot be subject to sudden work stoppages or other similar activity.

C. Fresenius did not violate any Weingarten rights

The Weingarten Rights confer the right to Union representation during an investigation interview. In NLRB v. J. Weingarten, Inc., the Supreme Court affirmed the Board's conclusion that it would be a "serious violation of the employee's individual right to engage in concerted activity by seeking the assistance of his statutory representative if the employer denies the employee's request and compels the employee to appear unassisted at an interview which may put his job security in jeopardy." 420 U.S. 251, 257 (1975). An employee's Weingarten right is infringed when an employer *compels* him to appear to an interview but denies him union representation. Midwest Div.-MMC, LLC v. Nat'l Lab. Rels. Bd., 867 F.3d 1288, 1298 (D.C. Cir. 2017). An employer, however, is free to carry on his inquiry without interviewing the employee or having no interview. Weingarten, *supra*, at 258.

No *Weingarten* rights were violated in this case. The disciplinary measures involved a factually simple incident that required immediate correction but no actual investigation. The Company did not interview Espinell. The meeting with Espinel was solely for the purpose of imparting and notifying a disciplinary action that had already been drafted. *See* Trial Transcript

20 A. Yes.
21 Q. As a representative of not only yourself but the other
22 three nurses, correct?
23 A. Yes.

(Morales), p. 210; Trial Transcript (Espinel), p. 70-71; 126-127 (where Espinel admits that the disciplinary action was already written at the time of her meeting with Morales). "[A]n employee has no Section 7 right to the presence of his union representative at a meeting with his employer held solely for the purpose of informing the employee of, and acting upon, a previously made disciplinary decision." Baton Rouge Water Works Co., 246 NLRB 995, 997 (1979).

The evidence shows that the decision to discipline Espinell -as well as the type of corrective action to be imposed- was based on facts and evidence obtained prior to the meeting. *See* Trial Transcript (Espinell), p. 70:

1 A. Glorimar Morales was waiting for me at the exit.
2 Q. And what did she say, if anything, when she was waiting
3 for you outside?
4 A. That she was there so that we could have a meeting about
5 what had happened in the morning.
6 Q. And what did you say, if anything?
7 A. That if it was for any disciplinary action, I needed
8 union representation.
9 Q. And what was her response?
10 A. So we did not meet that day.
11 Q. Did you participate in any disciplinary meetings that
12 day?
13 A. Yes, with Ms. Gloria Diaz, Mrs. Gloria Diaz.
14 Q. Did you meet at any time after that day to receive a
15 disciplinary action?
16 A. Me, no.
17 Q. When did you receive your disciplinary action?
18 A. August 2nd.

The disciplinary action is dated July 30, but the meeting occurred on August 2nd. It is evident that the decision to discipline Espinell and the disciplinary action itself was final when the August 2nd meeting occurred. Espinell was given the same corrective actions notified to Diaz on July 29th and to Cruz on July 30th. "[A]s long as the employer has reached a final, binding decision to impose certain discipline on the employee prior to the interview, based on facts and evidence obtained prior to the interview, no Section 7 right to union representation exists under Weingarten (…)." Baton Rouge Water Works Co., 246 NLRB 995, 997 (1979).

Espinell testified that Morales asked her what happened on July 29th and told her that she belived that the actions had constituted a strike. Trial Transcript (Espinel), p. 115. However, "the fact that the employer and employee thereafter engaged in a conversation at the employee's behest or instigation concerning the reasons for the previously determined discipline will not, alone, convert the meeting to an interview at which the *Weingarten* protections apply." Baton Rouge Water Works Co., 246 NLRB 995, 997 (1979). As the NLRB has noted: "We would not apply the rule to such run-of-the-mill shop-floor conversation as, for example, the giving of instructions or training or needed corrections of work techniques." Weingarten, *supra*, at 257–58 (*citing* 195 NLRB, at 199).

Espinell had no valid claim of *Weingarten* rights. Hence, Morales was not obligated to grant Espinell's request for Union representation.

IV. CONCLUSION

Dialysis patients deserve respect and sensible care. Fresenius reaffirms its commitment to provide quality patient care and respect employee's rights. Fresenius is not anti-union and has no intention of tampering with employee's rights under the NLRA. The employees in question violated Company procedures and threatened patients' health and the center's services unjustifiably.

The remedy that the GC seeks would send a horrible message: that whenever employees are dissatisfied with minor inconveniences at work, they can lawfully stop to work, or slow down their work, or partially perform their duties -even at a healthcare clinic that offers dialysis. The employee's actions in this case were prohibited by the CBA and not protected under the NLRA. They were even absurd under the circumstances.

A temperature a few degrees warmer (up to 73.5° F) than usual, for around two hours, does not materially alter employment conditions in a medical facility.

Discipline was necessary and will continue to be applied whenever an employee encourages patient service to be discontinued without authorization to do so. The Company will not abrogate its commitment to high quality health care. *See* R. Exh. B (Code of Ethics, at p. 9: "The quality and safety of our services and products are the foundation of our business, and patient safety is our top priority.").

Dated: May 3, 2022

Respectfully submitted,

BIOMEDICAL APPLICATIONS OF PUERTO RICO, INC. D/B/A/ FRESENIUS KIDNEY CARE NARANJITO

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 24

BIOMEDICAL APPLICATIONS OF PUERTO RICO, INC. d/b/a/ FRESENIUS KIDNEY CARE NARANJITO

and Case 12-CA-281235

UNIDAD LABORAL DE ENFERMERAS (OS) Y EMPLEADOS DE LA SALUD

CERTIFICATE OF SERVICE

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